

Exhibit 3

Kravitz Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

RESIDENTIAL CAPITAL, LLC, *et al.*,
Debtors.

Case No. 12-12020 (MG)

Chapter 11

Jointly Administered

**DECLARATION OF PETER S. KRAVITZ IN
SUPPORT OF THE RESCAP BORROWER CLAIMS TRUST'S
OBJECTION TO PROOF OF CLAIM NO. 2536 FILED BY STEPHANIE HARRIS**

I, Peter S. Kravitz, hereby declare as follows:

1. I serve as trustee for the ResCap Borrower Claims Trust established pursuant to the terms of the chapter 11 plan confirmed in the above captioned bankruptcy cases.

2. I submit this declaration in support of the *ResCap Borrower Claims Trust's Objection to Proof of Claim No. 2536 Filed by Stephanie Harris*.

3. Attached hereto as Exhibit A is a true and correct copy of correspondence that I received and was sent to me by claimant, Stephanie Harris, on or about January 29, 2014.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that, to the best of my knowledge, the foregoing is true and correct.

Dated: October 20, 2014

/s/ Peter S. Kravitz
Peter S. Kravitz
Trustee for the ResCap
Borrower Claims Trust

Exhibit A



Stephanie Harris

[REDACTED]

[REDACTED]

Peter Kravitz

29209 Canwood Street

Suite 210

Agoura Hills CA 91301

Dear Mr. Kravitz:

Please find the following : 1. Complaint to Federal Consumer Protection Bureau. (I am very concerned which you as trustee could answer is the last request for production: When did OCKWEN

Obtain the same office building as GMAC in Iowa . Was this listed in the liquidation of assets ; and two

Originally Berkshire Hathaway won servicing rights and then OCKWEN was replaced.

B . Motion to Courts to replace under court supervision. (I am going to request further motion to find out timing and , placement of GMAC office space sold , leased to OCKWEN when this goes back to open court.)

Hopefully I shall have the response from OCKWEN. If in fact they are one and same then OCKWEN still has under the EPA owner of last responsibility as their identity seems to not have really changed if we do not have significant detail of this issue of the space in Iowa.

I have not dealt with the obvious criminal aspects of this yet or the EPA. I am awaiting the responses of the FCPA, The outcome of the Motion to Return supervision in court and most important to spare me any more paperwork the the possible payment and return to my original standing of on your level of my full unsecured creditor rather than borrower which I am not. As this loan became a dead end product (Impossible to refinance due to 1. The failure to pay Federal Reserve, and the illegal securitization of my loan) I am not a borrower which seems to have negative reference but a captive of a criminal conspiracy which dates back to the Land Sales Boiler Room on 79th Street in Miami.

Respectfully,

Stephanie Harris



Complaint to the Federal Consumer Protection Bureau:

Ocwen is filing foreclosure on chain of title it has pre knowledge is fraud. Ocwen has the same criminal premeditate fraud. (See exhibits in full of deliberate fraud)

1. Ocwen by Fruit of the poison tree and its admission of such is guilty of Criminal Possession of known and self-admission.
2. The original fraudulent assignment created by David Stern (full evidentiary package attached. Stern filed deliberately wrong owners to hide true owner the property in the state of Florida has never been corrected.
3. The original assignment of mortgage is a fraud as Duetche Bank denies owning said property,
4. All subsequent contradicting products of fraud disqualify each other
5. Evidence of pre meditated fraud is in the of an unrecorded and invalid document filing en camera of document irrelevant in Minnesota) of false standing by GMAC attorney David Stern in the court of Judge Cristal (Miami Bankruptcy Court 2010)
6. Bressler hired by GMAS as a stay buster perjured herself in open court on one the standing filed en camera (Duetche Bank had and has no standing to this day) and self-admitted so. On open motion hearing I was acknowledged by Judge Glen that there was no owner. Neither attorneys for GMAC or Residential Capital could show any corrective standing. Each (Ocwen) claims service right but fails to disclose servicing for whom.
7. See perjured testimony of Staci Bressler representing GMAC coached by convicted lawyer David Stern (see filing of Florida Bar of enclosed) in front of Judge Crystal of claiming she has original note on page 7 line 14 Ms. Bressler perjures herself in the name of GMAC the document filed en camera was an affidavit of the original note and that she physically had the original not of Duetche Bank of whom she and Ocwen are still filing under that she has original note.
8. This is criminal case.
9. Ocwen to continue adjudicating on fraud upon fraud.
10. OCWAN has no chain of title giving any right as title stopped when loan was stolen from the bankruptcy court of People Choice.
11. GMAC created fraudulent title. Certified that the transfers were through MERs yet there is no MERS transfer only a self-registration of GMAC as servicer by no MERS registration ,
12. The note and mortgage trust documents cancel out the inconsistent and conflicting assignment and all allegation as to GMAC RESIDENTIAL



13. When exhibits are inconsistent with (Morrison and Morrison's Solution . The Allegations of the Honorable council cancel each other out (Beach Canvassing Board 772 So. 2nd 1240 (FLA Greenwald v. Triple Properties Inc. 424 So. 2nd 175, 187 (Fla 4 DCA 1983) Costa Bella Development Corp 441 So 2nd 1114 Fla 3rd DCA 1983.
14. The new legislation of liberal interpretation of notes and assignments does not ever the criminal product if intention fraud upon the court as perpetuated by GMAC BRESSLER and not OCWEN See exhibit of Ocwen filed on April 9, 2013 . Yet it has not provided NY correction of the assignments and is stilling using the Duetche Bank as the foreclosing agent.
15. Ocwen need to produce to corrected instruments. Which it cannot as fraud and conflicting fraudulent assignments has been published.
16. Ocwen need to be sanctioned as it has rushed to foreclose on, self-admission of use of fraudulent paper depending on the Dade County rocket Docket, where fraud of all types is ignored. Yet criminal fraud like this has it took place in Federal Court is due to the oversight of the Fcpo and the u. s trustee Ocwen and cannot show who own the loan or whom it is servicing for. Ocwen is acting as an owner yet has no right as there is no Mers transfers on property since the correct previous mortgage holder Chase. That is when legal title stopped.
17. Ocwen is dealing in stolen property. Stolen by fraudulent assignment and conflicting assignments were created by Stern. Only Sterns gross incompetence convicted him.
18. Ocwen must show legal title to property and correct from People's Choice on, produce paid statement of the alons note (the Federal Reserve), and produce a legal instrument.
19. Duetche Bank Document is not recorded in the U.S. Recording office
20. The Mers assignment has no electronic signature It is automatically time stamped
21. It is automatically time stamped like a stock trade.
22. Duetche not only denies it ownership but there is no electronic trail.



23. In Reference to second note. There is no original note unless of course Ocwen can produce said document as stated by GMAC in court.
24. There is no modification with any Federal Program as GMAC OCWEN have failed to this day to give borrowers an alons that it has paid the Federal Reserve.
25. Even the papers creating the "trust" are deficient In the RMBS model transfer from original to sponsor. Sponsor to depositor to Trustee for the trust send from the Trustee to the Master Document Custodian. The MDC would have these documents. Bressler openly perjured herself in an attempt to Trick the Court
26. The note presenter a
27. Is a photocopy and not notarized assignments to LA Salle Bank after it had been secured there before rendering any chain of title moot.
28. Ockwen must present to the consumer an instrument that title can be written upon.

LIST OF Exhibits: 3yy

1. Federal Reserve letter identifying the Duette Bank has been incorrectly identified as Trustee. Duette states it has no involvement with 2007-SP3 Trust. Furthermore La Salles parent com was acquired by Bank of America
2. Contradicting and invalid assignments these exhibits simultaneously show transfer from People's Choice to Duette (who claim this never happened) and at the same time in another. It is not notarized or dated. Filing present the original now used blank endorsement Of Peoples Choice to Residential Funding LLC. There is no MERS footprint on the second assignment i.e. it is a fraud.
3. Pure fraud, Stacy Bressler (claiming hired by Duette Bank) stating Florida Default is custodian of original note.
4. Exhibit of Motion hearing where Staci Bressler a member of the Florida Bar, falsely state in open Federal Court in front of Jay Crystal that she had original note with the alons. When confronted with evidentiary hearing case dismissed.
5. Document on recorded placed en Camera to hide from eyes of court false power of Attorney unrecorded and by admission of Duette Bank in letter to Federal Reserve a fraud. And a known Robo Signer

Documents of Ocwen showing they were continuing on the fraud. There are no correction. There is no signed note.

6. GMAC Sending borrower on road to nowhere. This loan cannot be modified by any financial product until the assignments are corrected and the Federal Reserve issue an Alons
7. The Complaint and later conviction of David Stern. Of which all of the described in the



FEDERAL RESERVE BANK *of* NEW YORK

33 LIBERTY STREET, NEW YORK, NY 10045-0001

September 27, 2010

Ms. Stephanie Harris
[REDACTED]
[REDACTED]
[REDACTED]

Dear Ms. Harris:

This letter is in response to your complaint against Deutsche Bank Trust Company Americas (Deutsche). As we understand your complaint, you state that your home has been erroneously foreclosed on and request a loan modification. We contacted Deutsche on your behalf and would like to report our findings.

In connection with our inquiry, Deutsche informs us that the mortgage loan for the property referenced in your complaint at 1525 Lenox Ave., Miami Beach, FL 33139 is being serviced by Residential Funding Company, LLC (Residential). LaSalle Bank National Association (LaSalle) is the Trustee pursuant to a Pooling and Servicing Agreement, for the RAAC Series 2007-SP3 Trust, a securitization trust which includes the mortgage loan in question.

Deutsche indicates that it has been incorrectly identified as the Trustee in this case and has since notified Residential of this issue so that it may correct this error as soon as possible. As further background, Deutsche states that it has no involvement with the RAAC Series 2007-SP3 Trust and therefore the aforementioned mortgage loan. Furthermore, LaSalle's parent company was acquired by Bank of America in 2008.

Please note that since LaSalle Bank National Association is subject to the supervisory jurisdiction of the Office of the Comptroller of the Currency, we are unable to investigate the issues you raise. Therefore, you should contact the agency at:

Office of the Comptroller of the Currency
Customer Assistance Group
1301 McKinney Street, Suite 3450
Houston, TX 77010
Tel: 1-800-613-6743
Fax: 713-336-4301
HelpWithMyBank.gov

ASSIGNMENT OF MORTGAGE

SPACE FOR RECORDING ONLY F.S. §695.26

FOR VALUE RECEIVED, on or before July 03, 2008, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR PEOPLE'S CHOICE HOME LOAN, INC., ("Assignor") whose address is _____

assigned, transferred and conveyed to: DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE, ("Assignee") whose address is 1100 Virginia Drive, Fort Washington, PA 19034, its successors and/or assigns, all of the right, title, and interest of Assignor in and to that certain Mortgage (the "Mortgage") dated February 21, 2007 and recorded March 16, 2007 in Official Records Book 25456 at Page 2337 of the public records of DADE County, Florida, encumbering the following-described real property:

CONDOMINIUM UNIT NO. 2, OF LINCOLN MEWS CONDOMINIUM, ACCORDING TO THE DECLARATIONS OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 21772 AT PAGE 2818, OF THE PUBLIC RECORDS OF MIAMI- DADE COUNTY, FLORIDA. TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO AS SET FORTH IN SAID DECLARATION

as the same may have been amended from time to time; together with the Note and indebtedness secured thereby.

MORTGAGOR(S): STEPHANIE HARRIS

IN WITNESS WHEREOF, Assignor has executed and delivered this Instrument on July 18, 2008.

Heather Reinhardt
Witness
Typed Name Heather Reinhardt

Trina Wilbanks
Witness
Typed Name Trina Wilbanks

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR PEOPLE'S CHOICE HOME LOAN, INC.
By: _____

Typed Name Jeffrey Stephan
Title: Vice President

Attest: Kristine Wilson

Typed Name: _____
Title: Assistant Secretary

(Affix Corporate Seal)

STATE OF Pa
COUNTY OF Montgomery County

BEFORE ME, the undersigned, personally appeared Jeffrey Stephan and Kristine Wilson as VP and Asst Secretary respectively, and known to me to be the persons that executed the foregoing instrument, and acknowledged that they executed the foregoing as its duly authorized officers and that such execution was done as the free act and deed of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR PEOPLE'S CHOICE HOME LOAN, INC. this 18 day of July, 2008.

Nicole Shelton
Notary Public:

My commission expires:

Recording requested by, prepared by and return to:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nicole Shelton, Notary Public
Hersham Twp., Montgomery County
My Commission Expires Aug. 11, 2010
Member, Pennsylvania Association of Notaries

FILE NUMBER: F08056655

DOC_ID: M001100

F08056655

M001100



RESULTS



www.mers-servicerid.org

Process Loans, Not Paperwork™

1 record matched your search:

MIN: [REDACTED] Note Date: 02/21/2007 MIN Status: Inactive

Servicer: GMAC Mortgage, LLC
fort washington, PA Phone: (800) 766-4622

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

[Return to Search](#)

For more information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to www.mersinc.org

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PAY TO THE ORDER OF
RESIDENTIAL FUNDING COMPANY, LLC
WITHOUT RECOURSE
PEOPLE'S CHOICE HOME LOAN, INC.
A Wyoming Corporation
By: [Signature]
DANA LANTRY
Title: Asst. Vice President

PAY TO THE ORDER OF
LaSalle Bank, N.A. as Trustee
WITHOUT RECOURSE
Residential Funding Company, LLC
By: Judy Faber
Judy Faber, Vice President

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

IN RE:

CASE NO. 10-11746-AJC

STEPHANIE HARRIS,

Debtor.

CERTIFIED
COPY

CONTINUED HEARING RE: MOTION FOR RELIEF FROM STAY (44)

August 31, 2010

The above-entitled cause came on for hearing before the Honorable A. Jay Cristol, one of the Judges in the UNITED STATES BANKRUPTCY COURT, in and for the SOUTHERN DISTRICT OF FLORIDA, at 51 SW 1st Avenue, Miami, Miami-Dade County, Florida on August 31, 2010, commencing at or about 10:30 a.m., and the following proceedings were had.

Reported By:
Cheryl L. Jenkins, RPR

APPEARANCES:

SIEGFRIED RIVERA LERNER DE LA TORRE & SOBEL, by
JEFFREY BERLOWITZ, Esquire
On behalf of the Debtor

STACY BRESSLER, Esquire
On behalf of Deutsche Bank

STEPHANIE HARRIS, Debtor

- - - - -

1 THE COURT: Stephanie Harris.

2 MR. BERLOWITZ: Good morning, Judge.

3 THE COURT: Good morning.

4 MS. BRESSLER: Good morning, your Honor.

5 Stacy Bressler on behalf of Deutsche Bank.

6 MR. BERLOWITZ: Jeffrey Berlowitz on behalf
7 of Stephanie Harris, who is with us this morning as well.

8 THE COURT: Good morning.

9 MS. BRESSLER: Your Honor, we're here on
10 Deutsche Bank's amended motion for relief from stay.

11 The debtor has been residing -- excuse me,
12 the debtor had defaulted on this loan in 2008, and the
13 bank is seeking stay relief. Specifically they have an
14 indebtedness in excess of \$350,000. According to the tax
15 assessor's records, the value of the property is \$188,000,
16 and there was opposition to the motion for relief that was
17 filed which raised some issues and concerns as to
18 standing, complicated arguments with regard to notes and
19 assignments of mortgages. In an effort of eliminating the
20 need for any future evidentiary hearing on this, I had
21 asked my client to provide me with a copy of the original
22 note that I would like to present to your Honor now.

23 THE COURT: Counsel?

24 MR. BERLOWITZ: Well, Judge, as my argument,
25 I'll lay out, I am requesting an evidentiary hearing.

1 There are issues with regard to standing that we believe
2 render the movant's efforts fatal this morning. I can get
3 into that, we can allow Ms. Bressler to proceed.

4 THE COURT: Well, I mean, if you want an
5 evidentiary hearing, you're entitled to an evidentiary
6 hearing.

7 My question, however, is, if the property is
8 valued at 188, it probably has a market of somewhere of
9 maybe 210 or something like that. Your client wants to
10 pay 350 for a 210 property?

11 MR. BERLOWITZ: Ms. Harris is interested in
12 the property, and to keep the property, Judge. She is
13 very interested in modifying the loan and maintaining
14 ownership of it. This is a unit that's important to her.
15 She lives here on the premises. It's a small condominium
16 complex on Miami Beach, but certainly, Judge, and we can
17 get into it, or we can set it down, we believe there is
18 significant standing issues. There is just a break in the
19 chain of title, and while Ms. Bressler may have the
20 original note, the case law, the research that I've
21 discovered, and Deutsche Bank, who is the movant this
22 morning, is in the midst of the cases that I discovered,
23 when there is no endorsement of the note to the party
24 seeking to collect and enforce the note, it's fatal, and
25 that is found directly under the Florida Statutes, under



1 bankruptcy case law, and stay relief motions have been
2 denied where the movant was Deutsche Bank, and I can
3 provide the Court with those cites, but getting back
4 to ---

5 THE COURT: This is not the time for an
6 evidentiary hearing, but you are entitled to one if you
7 want one, and is there any possibility that your client
8 and the bank can work out some sort of a modification that
9 will make you both happy?

10 MS. BRESSLER: May I?

11 Your Honor, as recently as April a
12 modification was offered the borrower, that she declined
13 and said she couldn't afford based on the value of the
14 property.

15 The issue here really is that this is a
16 Chapter 7, and while the debtor's counsel had indicated
17 that she lives on the premises, to clarify, there are six
18 units on the premises, and this particular unit is not her
19 homestead.

20 THE COURT: Well, is this her homestead?

21 MR. BERLOWITZ: No, it is not, your Honor.

22 THE COURT: Well, then why doesn't she go
23 into Chapter 13 and modify it?

24 MR. BERLOWITZ: Well ---

25 THE COURT: Does your client want to fire



1 you? I think she wants to discharge you and take over.
2 Is that what she has in mind? She can let you go and take
3 over.

4 MR. BERLOWITZ: Well, hopefully not, Judge.

5 THE COURT: Okay.

6 MR. BERLOWITZ: But she's very astute and
7 well versed in these issues, and she's been well engaged
8 in disputes with regard to the property.

9 We would like a modification. We would like
10 to discuss a modification, and what we need ---

11 THE COURT: Well, I just heard that you had
12 one and turned it down.

13 MS. HARRIS: No.

14 THE COURT: Would you like to be discharged
15 from the courtroom, or would you like to discharge your
16 lawyer and you can take over, either way.

17 MR. BERLOWITZ: Judge, what we're seeking is
18 an in-house modification, because the Obama plan, if you
19 will, does not fit here with this loan, and that's why
20 she's been rejected. So, we'd request ---

21 THE COURT: Well, she's not rejected. She
22 said they were accepted and she rejected. That's what
23 Ms. Bressler just said.

24 In any event, here is where we're at, she's
25 entitled to an evidentiary hearing. If she goes to an

1 evidentiary hearing and she loses, she's going to be out
2 of there shortly.

3 On the other hand, if you can make a
4 modification, bless you. If you can go to Chapter 13, and
5 this is not a homestead, it's subject to modification
6 through the Court. So, I mean, you've got several
7 options, but right now we'll direct that you and
8 Ms. Bressler get together and determine when you want to
9 have the evidentiary hearing, and -- but your client needs
10 to be aware that she's taking a big risk if she goes
11 through that hearing and they prove the ownership with a
12 note, it may be to her detriment.

13 MS. BRESSLER: Your Honor, before we go to
14 evidentiary hearing on this matter, if I may for a minute?
15 Under Florida law the owner and the holder of the original
16 note has standing to proceed on it, and I have, rather
17 than the Court having to take the word of the affiant that
18 filed an affidavit of an original note in this case, I
19 actually physically have the original note, which would be
20 all that is required at any evidentiary hearing for it to
21 get back to state court.

22 THE COURT: Well ---

23 MS. BRESSLER: The foreclosure that was
24 filed, and, your Honor, it was filed shortly before this
25 bankruptcy, it hasn't proceeded along, there is a motion



1 to dismiss raising all of these issues in the state court
2 action. None of the debtor's rights would at all be
3 infringed upon by this going back to state court.

4 THE COURT: Mr. Berlowitz, what about it?
5 What is it that you want to have the evidentiary hearing
6 on?

7 MR. BERLOWITZ: We want the evidentiary
8 hearing on -- your Honor, the movant here has not
9 evidenced their right and standing to enforce the note.
10 Under Florida law the note ---

11 THE COURT: Well, all right, tell me why.

12 MR. BERLOWITZ: People's Choice was the
13 original lender.

14 THE COURT: Yes.

15 MR. BERLOWITZ: People's Choice -- excuse
16 me, Mers assigned the mortgage to Deutsche Bank, not
17 People's Choice. There is no assignment of the note, and
18 there is no endorsement on the note to Deutsch Bank which
19 would entitle Deutsch Bank to enforce collection under the
20 note, and under the case law, Judge, that is fatal to the
21 lender's efforts, or the movant's efforts, I should
22 say ---

23 THE COURT: Well, there have been some cases
24 where notes have been discharged, I would suggest that you
25 and Ms. Bressler get together and prepare a pre-hearing

1 order in which you determine what are the issues that
2 you're raising in your defense to this motion, and their
3 position, and what you're going to prove at trial, and
4 give them an opportunity to respond, and we'll have the
5 trial.

6 As I say, if you prevail, maybe they're out
7 of luck, and if you don't prevail, maybe your client will
8 be out of luck.

9 MR. BERLOWITZ: Understood, your Honor.

10 THE COURT: So that's why I'm suggesting to
11 you that it seems -- I mean, a safer route to go would be
12 to convert to a 13, but that's a matter for you and your
13 client.

14 MR. BERLOWITZ: Thank you, Judge.

15 THE COURT: Thank you both.

16 MS. BRESSLER: Thank you, your Honor.

17 THE COURT: Okay.

18
19
20
21 (Thereupon, the hearing was concluded.)
22
23
24
25

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

IN RE:

Stephanie Harris

Debtor(s).

CASE NO. 10-11746-AJC
CHAPTER 7

AFFIDAVIT OF CUSTODIAN OF ORIGINAL NOTE

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, this day personally appeared Rubina K. Shaldjian, "Affiant," who, upon being duly sworn,
deposes on personal knowledge and says:

1. I am an Attorney for Florida Default Law Group P.L..
2. That Florida Default Law Group, P.L., represents DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE in Foreclosure Case 08-40534 CA10 and in the instant bankruptcy case.
3. Florida Default Law Group, P.L. is the current document custodian of the original Note in the instant bankruptcy case.

FURTHER AFFIANT SAYETH NOT.

Affiant

Rubina K. Shaldjian
Print or Type Name

The foregoing instrument was sworn to and subscribed before me this 15th day of July, 2010, by
Rubina K. Shaldjian, who is personally known to me.



Lesley A. Curry
NOTARY PUBLIC, State of Florida
My commission expires:

B10008564

Record & Return To:
GMAC ResCap
One Meridian Crossings, Suite 100
Minneapolis, MN 55423
ATTN: Lisa Magnuson

Limited Power of Attorney

Return Document To: US Recordings, 2925 Country Drive, St. Paul, Minnesota USA 55117
Prepared by: Peggy Jordan, US Recordings, 2925 Country Drive, St. Paul, Minnesota USA 55117

KNOW ALL MEN BY THESE PRESENTS,

That Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Trustee (together with its successors and assigns, the "Trustee") under Pooling and Servicing or Indenture Agreements pursuant to which Residential Funding Company, LLC, acts as Master Servicer, and such Trustee being, a New York Banking Corporation organized and existing under the laws of the State of New York, c/o Deutsche Bank National Trust Company having an office located at 1761 East St. Andrew Place, in the City of Santa Ana, State of California, 92705, has made, constituted and appointed, and does by these presents make, constitute and appoint Residential Funding Company, LLC, a limited liability company organized and existing under the laws of the State of Delaware, its trust and lawful Attorney-in Fact, with full power and authority to sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgages Notes") for which the undersigned is acting as Trustee for various certificate holders pursuant to certain Pooling and Servicing Agreements, specified on Exhibit A hereto (the "Agreements") (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Residential Funding Company, LLC is acting as master servicer.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or recording is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and otherwise conforms to the terms of the applicable Agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in Favor of a public utility company or a government agency or unit with power of eminent domain; this section shall include, without limitation, the execution of partial satisfaction/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing of a debt secured by a lien that was originally superior to the lien of the Mortgage or Deed of Trust.
4. With respect to a Mortgage or Deed of Trust, the Foreclosure, the taking of a deed in lieu of Foreclosure, or the completion of judicial or non-judicial Foreclosure or termination, cancellation or rescission of any such Foreclosure, including, without limitation, any and all of the following acts:
 - a. The substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. Statements of breach or non-performance;
 - c. Notices of default;

- d. Cancellations/rescissions of notices of default and/or notices of sale;
 - e. The taking of a deed in lieu of foreclosure; and
 - f. Such other documents and action as may be necessary under the terms of the Mortgage, Deed of Trust of state law to expeditiously complete said transactions.
5. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title of real estate owned.
 6. The completion of loan assumption agreements.
 7. The full satisfaction/ release of a Mortgage or Deed of Trust or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
 8. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby pursuant to the requirements of a Residential Funding Corporation Seller Contract, including, without limitation, by reason of conversion of an adjustable rate mortgage loan from a variable rate to a fixed rate.
 9. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
 10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property."

The undersigned gives said Attorney-in Fact full Power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power of powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in Fact shall lawfully do or cause to be done by authority hereof.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Master Servicer to the Trustee under the Agreements, or (ii) be construed to grant the Master Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas except as specifically provided for herein. If the Master Servicer receives any notice of suit, litigation or proceeding in the name of Deutsche Bank Trust Company Americas or Bankers Trust Company, then the Master Servicer shall promptly forward a copy of same to the Trustee.

The Master Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all third party liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Master Servicer of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or removal of the Trustee under the Agreement.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

This limited power of attorney is not intended to extend the powers granted to the Master Servicer under the Agreements or to allow the Master Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect has not been revoked unless and instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank Trust Company Americas, as Trustee has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this _____ day of SEP 9 2006.

Deutsche Bank Trust Company Americas,
formerly known as Bankers Trust Company,
as Trustee

By: 

John Serrano, Vice President

Acknowledged and Agreed
Residential Funding Company, LLC



Cassandra Harrow, Vice President

STATE OF California)

COUNTY OF Orange) SS

On SEP 9 2006 before me, D. TRINH personally appeared John Serrano, Vice President. Personally known to me OR proved to me on this basis of satisfaction evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entirety upon behalf of which the person(s) acted, executed the instrument in the city of Santa Ana, County of Orange, State of California.

CAPACITY CLAIMED BY SIGNER

Individual

Attorney-in Fact

Other:

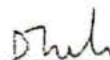
XXX Corporate Officers

XXX Trustee(s)

Signer is representing: Deutsche Bank Trust Company Americas

WITNESS my hand and official seal





D. TRINH

My Commission (Expires)(Is): DEC 09 2007



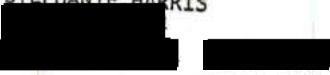
April 9, 2013



04/04/13 12:00:23 0008927 20133410 10561103 OCWEN/SLIP 1 OZ DCM 1061110000 160275 SH



STEPHANIE HARRIS



RE: Account Number [REDACTED]
Property Address: 1525 LENOX AVE UNIT 2
MIAMI BEACH FL 33139-0000

Dear STEPHANIE HARRIS:

You were recently sent a correspondence on February 16, 2013 from Ocwen Loan Servicing with regard to the referenced mortgage account. Due to a computer programming error, the creditor for the referenced loan was possibly misidentified. As part of our error-correction procedures, we are writing to inform you that the creditor to whom the debt is owed is U.S. Bank National Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed. We apologize if this caused any misunderstanding. Feel free to contact us at your convenience if you have any further questions or concerns.

Please Note: This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have an active bankruptcy case or have received an Order of Discharge from a Bankruptcy Court, the following Notice Regarding Bankruptcy applies.

Notice Regarding Bankruptcy: Please be advised that if you are part of an active Bankruptcy case or if you have received an Order of Discharge from a Bankruptcy Court, this letter is in no way an attempt to collect either a pre-petition, post petition or discharged debt. If your bankruptcy case is still active, no action will be taken in willful violation of the Automatic Stay. If you have received an Order of Discharge in a Chapter 7 case, any action taken by us is for the sole purpose of protecting our lien interest in the underlying mortgaged property and is not an attempt to recover any amounts from you personally. Finally, if you are in an active Chapter 11, 12 or 13 bankruptcy case and an Order for Relief from the Automatic Stay has not been issued, you should continue to make payments in accordance with your plan.

M023





Fwd: SERVICE OF COURT DOCUMENTS 13-F04055

From: **Mordechai L. Breier, Esq.** (mlb@myconsumerlawoffice.com) This sender is in your contact list.

Sent: Mon 12/30/13 10:38 AM

To: stephanieharris70@hotmail.com

2 attachments

image001.gif (2.1 KB) , 201312271458.pdf (60.4 KB) ,

Begin forwarded message:

From: David Fisher <David.Fisher@brockandscott.com>

Subject: **SERVICE OF COURT DOCUMENTS 13-F04055**

Date: December 27, 2013 at 4:07:01 PM EST

To: "MLB@MYCONSUMERLAWOFFICE.COM"

<MLB@MYCONSUMERLAWOFFICE.COM>

COUNTY	MIAMI-DADE
CASE NUMBER	2012-16257 CA 01
TITLE OF DOCUMENT	NOTICE OF READINESS FOR TRIAL
CASE STYLE	DUETSCHKE BANK TRUST COMPANY AMERICAS AS TRUSTEE RAMP2007SP3, vs STEPHANIE HARRIS, et al
REFERENCE NUMBER	13-F04055

David Fisher
Paralegal
Foreclosure

Brock & Scott, PLLC
1501 NW 49th Street, Suite 200
Ft. Lauderdale, FL 33309
Ph : (954) 618-6955 x6048
Fx : (954) 618-6954
David.Fisher@brockandscott.com

This firm is a debt collector. This is an attempt to collect a debt, and any information



GMAC Mortgage
3451 Hammond Ave
PO Box 780
Waterloo, IA 50704-0780

GMAC Mortgage

December 22, 2009

STEPHANIE HARRIS

RE: Account Number [REDACTED]
Property Address 1525 LENOX AVE UNIT 2
MIAMI BEACH, FL 33139



Dear STEPHANIE HARRIS

Thank you for contacting our offices to discuss your loan. In our current economy we understand and sympathize with families like yours where you are experiencing unfortunate financial difficulties. It is our commitment to you that we will work with you towards identifying possible options, which may provide a solution to your situation.

Enclosed are our Financial Analysis Forms. These documents are designed to help us determine the best possible solution to meet your specific needs. Please complete and return these forms and the requested documentation to our office within 10 days of receipt. You may qualify for programs such as:

Possible Options	Description
Alternative Payment Arrangements	Alternative payment arrangements may be available to help you through a short-term financial hardship. These options allow you to make an agreed upon payment that over time brings your account to a current status. The plans are based on your financial information provided and may require a deposit (down payment) toward the amount past due.
Loan Modification	This option is used when there is a reduction in income or an unexpected increase in expenses. Modifications typically add the past due payments or fees, if applicable, on to the balance of your loan (capitalized) and the loan is re-amortized over the remaining term of the loan. The interest rate and remaining term may also be adjusted in order to make your payments more affordable. Note: not all accounts can be modified and a deposit may be required.
Sale of your home	If your income no longer supports the costs of your home, you may wish to explore the option of selling it. We may be able to work with you to accommodate this even if you owe more than your home is worth. Most times this is a solution when long term problems exist making payment difficult. Rather than pursuing foreclosure, an investor may agree to accept less than the full amount owed to pay the loan off. You must first list the property for sale at the current fair market value and forward any purchase offers to us for consideration. Please Note: acceptance of any offer is subject to investor approval. You may wish to notify your listing agent/realtor, the maximum commission allowed to the listing agent is 5% for sales involving two brokers/agents or 3% for a single broker/realtor commission. Please consult your tax professional for possible tax implications.
Deed In Lieu of Foreclosure (DIL)	If all available options have failed and you are unable to sell your home, you may be allowed to sign title to the property over to us. You must have clear title to the home with the exception of the primary mortgage (first lien).

At times like these we feel it is important for you to seek financial advice from a trusted source experienced with situations like yours. We therefore, would recommend you call **1.800.CALL.FHA** to find a HUD-certified housing counseling agency to discuss your needs. If possible, we appreciate you continuing to make your monthly payment until you are notified of possible options. For many customers, a home is their biggest and most important investment. To help solidify your financial ability to protect this investment, we ask you to review other monthly expenses to determine if any costs can be reduced or eliminated. Reducing costs related to non-necessities can free additional funds, and may increase the available options for assistance.

Upon receipt of all the requested documentation we will evaluate your qualifications for assistance. You will be notified within 10 business days if there are any questions regarding this information. If you have any questions completing these financial analysis forms please contact our office at 1-800-766-4622, Monday-Friday from 8:00AM-5:00PM, Central Time.

Customer Care
Loan Servicing

Enclosures
M001

v7 PRJ202501

108920-00725



IN THE SUPREME COURT OF FLORIDA

7

THE FLORIDA BAR,

Complainant,

v.

DAVID JAMES STERN,

Respondent.

Supreme Court Case
No. SC-

The Florida Bar File Nos.

2010-51,725(17I); 2011-50,154(17I);
2011-50,213(17I); 2011-50,216(17I);
2011-50,511(17I); 2011-50,695(17I);
2011-50,850(17I); 2011-50,949(17I);
2011-51,192(17I); 2011-51,322(17I);
2011-51,329(17I); 2011-51,369(17I);
2011-51,433(17I); 2011-51,497(17I);
2011-51,696(17I); 2011-51,868(17I);
2012-50,144(17I).

COMPLAINT OF THE FLORIDA BAR

The Florida Bar, complainant, files this Complaint against David James Stern, respondent (also referred to as David J. Stern), pursuant to the Rules Regulating The Florida Bar and alleges:

1. Respondent is, and at all times mentioned in the Complaint was, a member of The Florida Bar, admitted on November 27, 1991 and is subject to the jurisdiction of the Supreme Court of Florida.
2. Respondent's law office was located in Broward County, Florida, at all times material.
3. The Seventeenth Judicial Circuit Grievance Committee "I" found probable cause to file this Complaint pursuant to Rule 3-7.4, of the Rules



Request to Respond:

1. At all-time Ocewn states that it is the servicers of these trust. Whom is the owner of this trust and whom do make payments to as owner? If not owner only services what did you pay to the Federal Bankruptcy Courts for these rights and what agreement did you make to pay owner. What steps have to make to make a correction of title? On my loan clear title ended at People Choice Home Funding.
2. As Duetche Bank stated that this was a false assignment and never had this loan or any connection to said loan. I.e. all subsequent assignment are fraud. Do you realize that there are two conflicting fraudulent assignments each one crossing out the other .Do you realize that as there is no MERS footprint that the assignments stated by MERS are fraud Do you realize that the blank that was filled in with no date and no notarization invalidated the other . Do you realize that the fact it has no date and no that it is invalid People's choice in Stern's enthusiasm has created two frauds each one invalid on two counts1. as the original assignee is Duetche and that is a fraud as they state they never owned. 2. The subsequent frauds contradict each other i.e. invalidating each other. Do you realize that you cannot under the laws of the United States of America enter litigation on fraud? Do you have any solution as now you are claiming possession of stolen property?
3. This was stolen from the bankruptcy courts of People Choice. Have you paid the Federal Reserve the note so an alons can be issues on this note, if so give me proof of payment Do you now understand that Duetche Bank does not own loan and that you have no legal title or : Do you understand that as per Bressler that the original note with stamped alons was in possession of Movant Duetche Bank if so produce this saod ORIGINAL note with paid alons.
4. Therefore you should be able to produce original. Do you understand the filling of standing was fraud an moot letter writer in 2005 which gave no standing . That was filed en camera making a Fraud upon Judge Crystal court for placing a fake document in camera. (the amount of connection to standing you might as well placed Mickey Mouses birth certificate.) How much did you pay for the servicing rights of 1525 Lenox Ave no 2 or how much was paid en gross for these servicing right. How many of these loan obtained are the product of David Stern, and how many in Florida that are set for Rocket Docket foreclosure in this state. Do you understand that you have filed for foreclosure on fraud upon fraud? How many of these loans are claimants in the Rec Cap bankruptcy case and how many will be foreclosed upon before Revsky (Trustee) doesn't disburse and the very people who created the fraud claim they are not paying on it.

* 5. When and show proof did
Ockwan acquire same
location, same address
in Iowa. as GMAC



UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

Case No. 12-12020(MG)

Re.: Residential Capital LLC

MOTION TO PLACE TRUSTEES BACK UNDER COURT SUPERVISION:

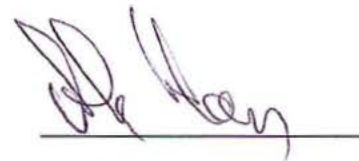
1. Stephanie Harris was placed by the joint council to status of GMAC -4A GMAC Unsecured Claims
2. Trustee has arbitrarily downgraded to GS-5. A lesser status.
3. The official Committee of Unsecured creditors used the basis of our financial claims to assert Plan.
4. On Nov 19, 2013 the plan was confirmed.
5. Trustee has ignored plan is now resetting status.
6. Trustee has made no attempt to pay these claims
7. Brian Powers for Council for Unsecured claims has stated that these claims will likely not be paid.
8. There was an assumption that the right to vote was a right to be settled
9. It was stated that Alli Bank would guarantee all claims and would not allowed to sell it IPO until claims were settled.
10. Alli Bank has gone public and claims remain and are being downgraded
11. The unsecured creditors are being delayed and delayed and trustees claim they are recalculating amounts when the plan already identified the amounts
12. There is no legal guardian to the unsecured creditors and are loosely being called "Borrowers claims"
13. Harris is a victim of now third generation fraud now being perpetuated by OCWEN
14. Court stated that these assets were free and clear of claims
15. The sale was approved on Nov.15, 2013 Harris filed on Nov 5, 2013. With claim and hard copy proof of fraud yet her asset was included in sale with claim.
16. Court had ample time to remove her property from sale to OCWEN.
17. Court stated it would correct fraudulent assignments. Fraud is impossible to correct as the original assignment from People Choice Loans was made to Duetche Bank to hide GMAC owner of loans to hide Federal Environmental Agency owner of last responsibility in Collier County in Florida. These frauds were perpetuated by convicted attorney David Stern. There is no possible correction of this claim as Duetche Bank in letter to Federal Reserve states it does not

and never owned loan. People's choice is bankrupt and gone. To further add to the totally inability to clear title GMAC through its criminal attorney filed two subsequent assignments, Each one contradicting the other. GMAC through its criminal attorney used the original blank assignment unnotorized or dated fraudulently assigning to LaSalle Bank and Signs as Residential Funding EXHIBIT A

18. GMAC through its criminal attorneys then files through its criminal attorney A MERS assignment which bears no MERS registration or footprint People's Choice Home Loan assign to Duetche Bank.
19. These multiple bogus assignments rule out each other as all stem from non-existent transfer to Duetche Bank
20. On Sept 20, 2013 Debtors reassigned Harris allegedly to GMAC general unsecured.
21. OCWEN has not and has no ability to correct these assignments.
22. There are no modifications that can be made as contrary to statement that OCWEN AND or ALLI would pay Federal Reserve. No payment of Federal Reserve has been made.
23. Harris requests again that unit be removed from OKWEN and reassigned to Harris with her claim being deducted the amounts OCWEN is claiming in the illegal Dade Count Rocket Docket Foreclosure.
24. Harris is being forced to file Chap 13 until claim agent pays claim to pay OCKWEN and to prove once more the OKWEN is using third generation of unfixable ASSIGNMENT FRAUD to attempt to foreclose is the lawless DADE COUNTY ROCKET DOCKET.
25. Unsecured Debtors have no representative in current status.
26. The trustees are simply ignoring these claims until the properties are rapidly foreclosed upon thereby ignoring any ability for these claims to go forward.
27. Requesting representation of this group
28. Requesting the trustees are put back under court supervision as they are altering all claims to suit the convenience of OCKWEN and GMAC, etc. and victims of Fraud are being reharmed by the hands of this very court.
29. This court needs to accelerate settlement of these claims
30. Harris needs to be removed from borrowers claim and replaces as General unsecured claim
31. Ockwen has given lip service to correct owners yet has done no corrective assignments as it cannot.
32. Ockwen cannot correct the double contradicting, fraudulent assignments, subsequent assignments which makes its statement puerile statement in letter of April 9 2013. Exhibit B

Dated: January 28, 2014

Miami Beach, Florida



Stephanie Harris

Pro Se



EXHIBITS

A.

1. Letter from Federal Reserve showing that Duetche Bank has no knowledge of claim of these documents that were filed by criminal attorney representing GMAC (Clearly the Residential Funding that filed for chap 11 cannot sign as it is co linked with La Salle National Bank,) If Residential thusly perpetuated the fraud. Harris should have been placed in a Higher Status

As we are referencing only service rights.

2. The original blank assignment filled in showing that Residential Funding Inc. stole the loan from the People's Choice Home Loan Inc. By passing the bankruptcy Trustee and failing to pay The Federal Reserve. And creating a toxic loan for borrower. (No Federal Programs to this day)
3. The Double assignment of Duetche Bank signed by ROBO signer from again People's Choice.

Stating it was using a MERS assignment with no MERS footprint i.e. fraud. Mers automatically self-stamps with the MERS representative. No foot print no MERS. Any assignments here with invalid see Greenwald v Triple Properties Inc. 424 SO. 2nd 175, 187 (, FLA4 DCA 18)

B.

1. OCWEN creating a Trick upon the Court (in essence self-admission it is part and parcel to the second generation fraud (fruit of the tree) making puerile lip service without any corrections As correction are impossible as no Federal Reserve payment and Deutche statement and conflicting assignments,
2. Rapid scheduling under the Florida Rocket Docket , filing under as Duetche Bank (As fast as they rushed to rocket docket, it seems the claims are awaiting these foreclosures. Discovery awaiting on FCPB complaint on OCKWEN as in request for production it was asked How many of these claims from the GMAC chap11 proceedings are unpaid (and as per Brian Powers scheduled to be dismissed by trustees) and are under the rocket docket for rapid foreclosure.

Where automatically judge does not look at any issue just length of time. (Holocaust type denial of any civil rights through the hands of the newly passed Florida legislation the foreclosure filings are the sole item supporting the courts in Florida. Without these foreclosures the courts are in deep red).

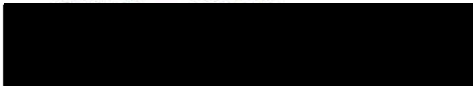


FEDERAL RESERVE BANK *of* NEW YORK

33 LIBERTY STREET, NEW YORK, NY 10045-0001

September 27, 2010

Ms. Stephanie Harris



Dear Ms. Harris:

This letter is in response to your complaint against Deutsche Bank Trust Company Americas (Deutsche). As we understand your complaint, you state that your home has been erroneously foreclosed on and request a loan modification. We contacted Deutsche on your behalf and would like to report our findings.

In connection with our inquiry, Deutsche informs us that the mortgage loan for the property referenced in your complaint at 1525 Lenox Ave., Miami Beach, FL 33139 is being serviced by Residential Funding Company, LLC (Residential). LaSalle Bank National Association (LaSalle) is the Trustee pursuant to a Pooling and Servicing Agreement, for the RAAC Series 2007-SP3 Trust, a securitization trust which includes the mortgage loan in question.

Deutsche indicates that it has been incorrectly identified as the Trustee in this case and has since notified Residential of this issue so that it may correct this error as soon as possible. As further background, Deutsche states that it has no involvement with the RAAC Series 2007-SP3 Trust and therefore the aforementioned mortgage loan. Furthermore, LaSalle's parent company was acquired by Bank of America in 2008.

Please note that since LaSalle Bank National Association is subject to the supervisory jurisdiction of the Office of the Comptroller of the Currency, we are unable to investigate the issues you raise. Therefore, you should contact the agency at:

Office of the Comptroller of the Currency
Customer Assistance Group
1301 McKinney Street, Suite 3450
Houston, TX 77010
Tel: 1-800-613-6743
Fax: 713-336-4301
HelpWithMyBank.gov



PAY TO THE ORDER OF
RESIDENTIAL FUNDING COMPANY, LLC
WITHOUT RECOURSE
PEOPLE'S CHOICE HOME LOAN, INC.
A Wyoming Corporation

By: DANA LANTRY
Title: Asst. Vice President

PAY TO THE ORDER OF
LaSalle Bank, N.A. as Trustee
WITHOUT RECOURSE
Residential Funding Company, LLC

By: Judy Faber
Judy Faber, Vice President



ASSIGNMENT OF MORTGAGE

SPACE FOR RECORDING ONLY F.S. §693.26

FOR VALUE RECEIVED, on or before July 03, 2008, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR PEOPLE'S CHOICE HOME LOAN, INC., ("Assignor") whose address is _____

assigned, transferred and conveyed to: DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE, ("Assignee") whose address is 1100 Virginia Drive, , Fort Washington, PA 19034, its successors and/or assigns, all of the right, title, and interest of Assignor in and to that certain Mortgage (the "Mortgage") dated February 21, 2007 and recorded March 16, 2007 in Official Records Book 25456 at Page 2337 of the public records of DADE County, Florida, encumbering the following-described real property:

CONDOMINIUM UNIT NO. 2, OF LINCOLN MEWS CONDOMINIUM, ACCORDING TO THE DECLARATIONS OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 21772 AT PAGE 2818, OF THE PUBLIC RECORDS OF MIAMI- DADE COUNTY, FLORIDA. TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO AS SET FORTH IN SAID DECLARATION

as the same may have been amended from time to time; together with the Note and indebtedness secured thereby.

MORTGAGOR(S): STEPHANIE HARRIS

IN WITNESS WHEREOF, Assignor has executed and delivered this Instrument on July 18, 2008.

Heather Reinhardt
Witness
Typed Name: Heather Reinhardt

Jana Wellbaum
Witness
Typed Name: Trina Wilbank

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR PEOPLE'S CHOICE HOME LOAN, INC.
By: _____

Typed Name: Jeffrey Stephan
Title: Vice President

Kristine Wilson
Attest:
Typed Name: Kristine Wilson
Title: Assistant Secretary

(Affix Corporate Seal)

STATE OF Pa
COUNTY OF Montgomery County

BEFORE ME, the undersigned, personally appeared Jeffrey Stephan and Kristine Wilson as VP and Asst Secretary respectively, and known to me to be the persons that executed the foregoing instrument, and acknowledged that they executed the foregoing as its duly authorized officers and that such execution was done as the free act and deed of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INCORPORATED, AS NOMINEE FOR PEOPLE'S CHOICE HOME LOAN, INC. this 18 day of July, 2008.

Nicole Shelton
Notary Public:
My commission expires: _____

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nicole Shelton, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Aug. 11, 2010
Member, Pennsylvania Association of Notaries

Recording requested by, prepared by and return to:

FILE_NUMBER: F08056655

DOC_ID: M001100

F08056655

M001100



Process Loans, Not Paperwork™

1 record matched your search:

MIN:

[REDACTED]

Note Date: 02/21/2007

MIN Status: Inactive

Servicer: GMAC Mortgage, LLC
fort washington, PA

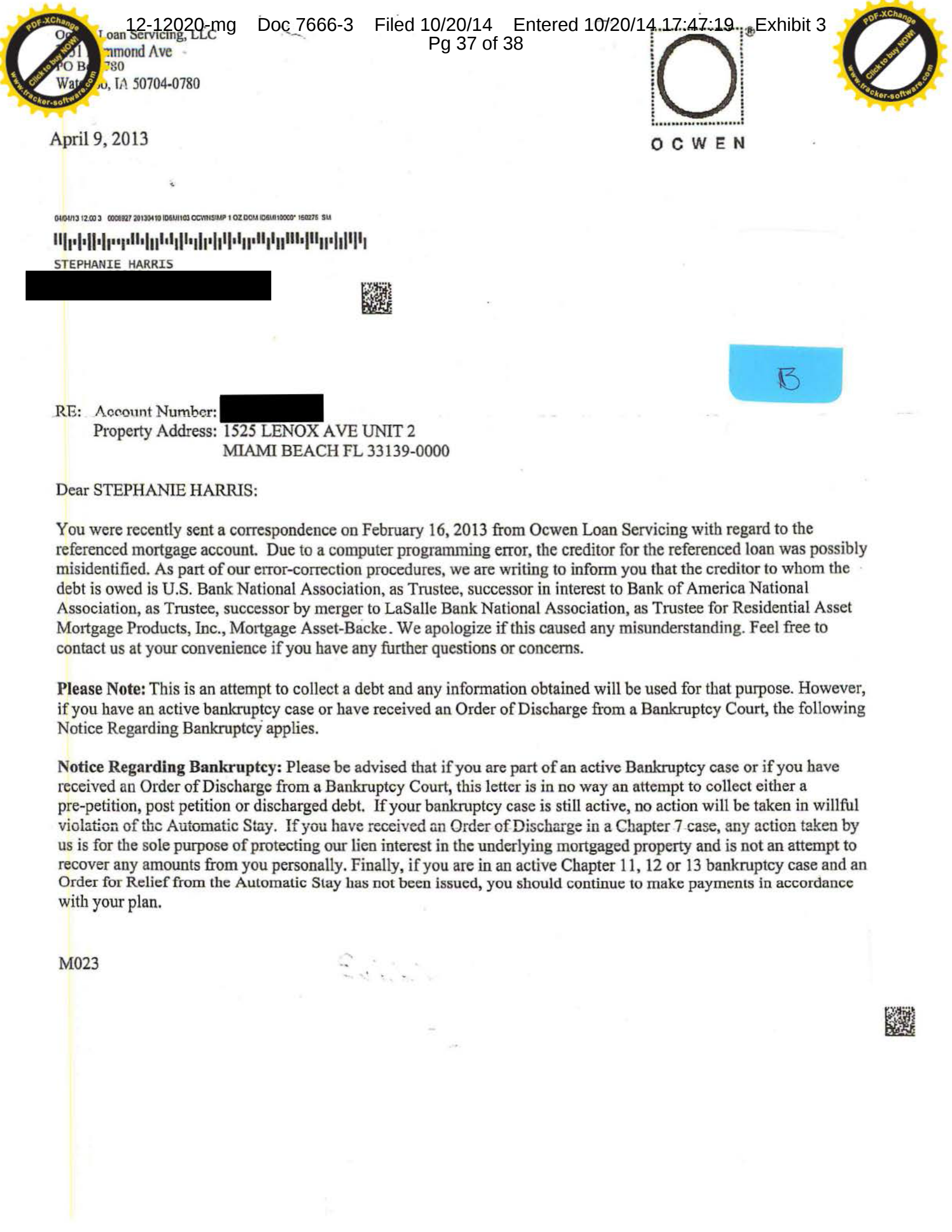
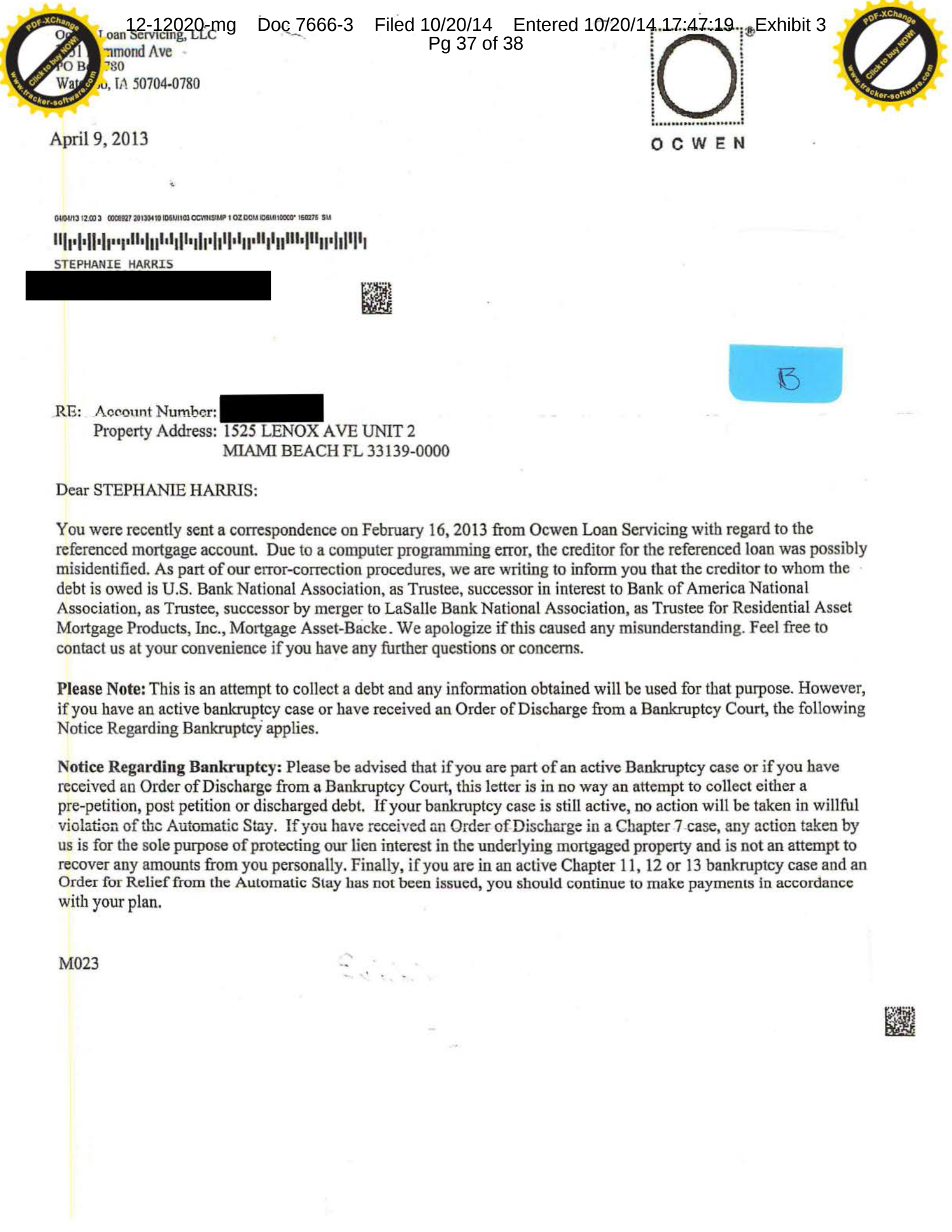
Phone: (800) 766-4622

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

[Return to Search](#)

For more information about Mortgage Electronic Registration Systems, Inc. (MERS) please go to www.mersinc.org

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April 9, 2013

04/04/13 12:00:3 0008927 20130410 ID6M103 CCVNSIMP 1 OZ DOM ID6M10000* 150275 SM



STEPHANIE HARRIS



RE: Account Number: [REDACTED]
Property Address: 1525 LENOX AVE UNIT 2
MIAMI BEACH FL 33139-0000

Dear STEPHANIE HARRIS:

You were recently sent a correspondence on February 16, 2013 from Ocwen Loan Servicing with regard to the referenced mortgage account. Due to a computer programming error, the creditor for the referenced loan was possibly misidentified. As part of our error-correction procedures, we are writing to inform you that the creditor to whom the debt is owed is U.S. Bank National Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backe. We apologize if this caused any misunderstanding. Feel free to contact us at your convenience if you have any further questions or concerns.

Please Note: This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have an active bankruptcy case or have received an Order of Discharge from a Bankruptcy Court, the following Notice Regarding Bankruptcy applies.

Notice Regarding Bankruptcy: Please be advised that if you are part of an active Bankruptcy case or if you have received an Order of Discharge from a Bankruptcy Court, this letter is in no way an attempt to collect either a pre-petition, post petition or discharged debt. If your bankruptcy case is still active, no action will be taken in willful violation of the Automatic Stay. If you have received an Order of Discharge in a Chapter 7 case, any action taken by us is for the sole purpose of protecting our lien interest in the underlying mortgaged property and is not an attempt to recover any amounts from you personally. Finally, if you are in an active Chapter 11, 12 or 13 bankruptcy case and an Order for Relief from the Automatic Stay has not been issued, you should continue to make payments in accordance with your plan.

M023





Fwd: SERVICE OF COURT DOCUMENTS 13-F04055

From: **Mordechai L. Breier, Esq.** (mlb@myconsumerlawoffice.com) This sender is in your contact list.

Sent: Mon 12/30/13 10:38 AM

To: stephanieharris70@hotmail.com

2 attachments

image001.gif (2.1 KB) , 201312271458.pdf (60.4 KB) ,

Begin forwarded message:

From: David Fisher <David.Fisher@brockandscott.com>
Subject: SERVICE OF COURT DOCUMENTS 13-F04055
Date: December 27, 2013 at 4:07:01 PM EST
To: "MLB@MYCONSUMERLAWOFFICE.COM"
<MLB@MYCONSUMERLAWOFFICE.COM>

COUNTY	MIAMI-DADE
CASE NUMBER	2012-16257 CA 01
TITLE OF DOCUMENT	NOTICE OF READINESS FOR TRIAL
CASE STYLE	DUETSCHKE BANK TRUST COMPANY AMERICAS AS TRUSTEE RAMP2007SP3, vs STEPHANIE HARRIS, et al
REFERENCE NUMBER	13-F04055

David Fisher
Paralegal
Foreclosure

Brock & Scott, PLLC
1501 NW 49th Street, Suite 200
Ft. Lauderdale, FL 33309
Ph : (954) 618-6955 x6048
Fx : (954) 618-6954
David.Fisher@brockandscott.com

This firm is a debt collector. This is an attempt to collect a debt, and any information